

NEW CANAL BARGAIN

An Anglo-American Treaty is Signed.

PROGRESS TOWARDS A WATERWAY

Important Move Pointing to the Early Advance of Roosevelt's Canal Policy.

WASHINGTON, Nov. 18.—The new canal treaty between the United States and Great Britain has been signed. At noon Secretary Hay and Lord Pauncefoot, the British Ambassador, affixed their signatures to the elaborately engrossed document. Notwithstanding the importance of the event, it was marked by severe simplicity. Lord Pauncefoot, accompanied by the second Secretary of the British Embassy, Percy Wyndham, appeared at the State Department at midday. They were expected, and at once were shown into Secretary Hay's office. Two parchment copies of the treaty were ready.

The signatures of the duly accredited representatives of the two great powers were at once placed upon the scrolls. Secretary Hay signed first the copy which is to go to London, and Ambassador Pauncefoot was the first to sign the copy which is to go into the archives of the State Department. As soon as the signatures and seals had been affixed Secretary Hay and Lord Pauncefoot shook hands and exchanged congratulations. Lord Pauncefoot carefully placed his copy of the precious document in a big envelope, and holding this in his hand took his carriage for the Embassy. The terms of the treaty will not be officially made public until sent to the Senate, but the yellow journal representatives have failed ludicrously in guessing at them.

All the concessions were made by Great Britain, and they were made primarily because the English statesmen are ever willing to go as far as propriety will permit in winning the friendly regard of the people of the great Western Republic. This spirit was supported for the most part by the generous and broad-minded press in England, which, with a few exceptions, commended the new policy of their government on the sensible ground that if the Americans were going to put their hundred of millions into the isthmian canal it was for the American, and not anyone else to control it in peace or war, without submission to reservations or ancient treaty rights of any outside parties.

An authentic summary of the treaty's terms may be classified under six heads as follows:

1. It abrogates or supersedes the old Clayton-Bulwer treaty, and thus puts an end to the copartnership between the United States and Great Britain in the proposed isthmian canal provided for by that instrument.
2. Declares that the United States is free to proceed to the construction of such canal.
3. That this canal is to be neutral in time of peace, open to the ships of all nations, and that its neutrality is guaranteed by the United States alone.
4. That in time of war the United States may take such steps for the protection of the canal and its own interests as it may deem proper.
5. That the United States may make such rules and regulations concerning the use of the canal as it sees fit, save that the United States agrees not to levy discriminatory tolls upon the shipping of Great Britain.
6. In case of a change of sovereignty in the isthmus the stipulation which the United States has entered into as to the neutralization in time of peace and nondiscriminative tolls shall not be altered.

In the first Hay-Pauncefoot treaty the adherence of other maritime powers was to be invited. That has been dropped from the new treaty. In the first treaty it was stipulated that the canal should not be fortified. That has been dropped from the new treaty, and consequently the United States is free to do as it likes with the canal—to fortify it or to close it to its enemies.

In other words, the new treaty removes the old partnership or joint guarantee arrangement and stipulates for the United States freedom to go ahead with the construction of the canal, which shall be as fully under American control as if it were located upon the soil of the United States, with the single exception that the principle of "neutralization" in time of peace is preserved, and neutralization in time of peace and placing the canal at the service of the ships of all nations that care to use it and pay the tolls, is exactly in accordance with the American policy as laid down by the Senate in response to public opinion. The stipulation that the United States could not, if it wished, fortify its own canal and the implied stipulation that it must permit the ships of its enemies to pass through the channel were features which the public and Senate objected to, and which have been omitted from the new treaty.

Nothing more remains to be done as for this treaty is concerned before the Senate meets, or, indeed, until the treaty shall have been ratified, rejected or referred. If it shall be ratified the State Department will proceed immediately to negotiate the treaties with Costa Rica and Nicaragua, for which it already has arranged in protocols pending before the Senate, which will permit the canal to be constructed and prescribe the terms upon which the consent of Nicaragua and Costa Rica is given. It is in anticipation of this action, it is presumed, that the Nicaraguan Government only recently denounced the treaty of trade and commerce with the United States. This treaty contained sections conveying rights as to canal construction, which are to be replaced by more modern provisions.

BRITISH COMMENT.

LONDON, Nov. 19.—Except as affording a chance for the opposition journals to attack the Government and the Foreign Secretary, Lord Lansdowne, the signing of the new isthmian canal convention does not excite strong interest in Great Britain. It is generally admitted that the British have nothing to gain by a retention of the Clayton-Bulwer treaty, while they have much to gain by the construction of the canal.

The Morning Post congratulates both countries on the completion of the treaty, and says it is glad that the convention of 1850 has been revised in accordance with American wishes. The Daily Mail fears that the signing may not terminate forever a troublesome dispute, and thinks Canada ought to receive some equivalent for the concessions which probably have been made.

The Daily Chronicle says: "Lord Lansdowne has surrendered everything without compensation. The Government has climbed down from the position it had deliberately chosen, and, although the disappearance of the Clayton-Bulwer treaty will not cause much regret, many people will sigh for the 'business cabinet,' which Lord Rosebery recently suggested."

In conclusion the Daily Chronicle characterizes the new treaty as a "full acceptance by Great Britain of the Monroe doctrine," and says: "It would be strange indeed if the Senate should object to such a one-sided bargain." The Times says: "It is premature to assume that all difficulties have been overcome, and that the Senate will ratify the treaty, but England has no reason to regard the construction of the canal with alarm or suspicion. We hope the treaty will be dealt with by our American kinsmen in the same spirit of international good will with which it certainly will be received in London."

LONDON, Nov. 18.—The Westminster Gazette this afternoon publishes an article contending that, even from a British view point, it is desirable that the United States should build exclusively the isthmian canal, and that if Lord Lansdowne obtained full commercial privileges in the canal for Great Britain it will not be wholly one-sided. The article concludes with advising the public to expect to be prepared to accept a settlement which will "substantially give us all we want, but which outwardly will not appear to be a triumph of diplomacy. By the blundering of American statesmen we were put in an embarrassing position last year, and we will show some magnanimity if, for the sake of good will, we approach the new settlement without a recollection of that event. Let us remember that we have had some success in recent dealings with America. The Behring sea award and Venezuela treaty were both substantially in our favor, and if we get open water in the canal we shall be the gainers by the loss of the Clayton-Bulwer treaty."

The Pall Mall Gazette takes a similar view of the matter, and says: "We are surrendering a right we would never seriously think of exercising, but which might be infringed at any moment to the serious detriment of British dignity. On the other hand, it is understood that compensation will be found in the absence of a heavy toll or tariff restrictions. The canal is expected to be thrown open to the world, and the opening of that door will be the price the British Government paid for the abandonment of the Clayton-Bulwer treaty."

The St. James Gazette says: "We have confidence that the American people will recognize in the abandonment of the Clayton-Bulwer treaty, a further sign of the value we set on their good will and the earnestness of our desire to help forward their aspirations after greatness. Hearty relations between mother and daughter are more to us than academic treaty rights."

LOW VALUE ON LAND

Fifty Dollars an Acre is a High Price.

FIVE DOLLARS FOR SOME ACREAGE

Interesting Testimony in Pearl Harbor Case Before the Federal Court.

Five and fifty dollars an acre was the range of value placed by the government witnesses on the Bishop Estate land condemned for the Pearl Harbor naval station yesterday. The returns of the trustees to the tax assessor indicate an even less valuation—three dollars an acre and the highest price given yesterday is one-twelfth that asked by the respondents. Probably the most interesting feature of the day was the ruling of the court, that the Hawaiian law fixed the value of property taken by condemnation, at not more than twenty per cent in excess of the assessed valuation. The ruling was qualified however by the statement that the court would construe this law very liberally and allow evidence by the defendant to counteract such valuation.

Even from the government witnesses the Bishop Estate attorneys drew some admissions of a much greater value on similar sugar lands in the Ewa basin, though they stuck obstinately to their valuation of not to exceed fifty dollars an acre, on the condemned land. The low valuation of \$12,496 placed upon the land by the trustees was sought to be counteracted by the showing that it was the general practice to value lands at eight times the annual rental. Later a lease is to be introduced showing that the Dowsett Estate has a long lease for \$800 a year, and is responsible for taxes upon the value of that lease. The valuation at eight times the rental value would have been \$7,200 for the land, or less than the amount returned. The valuation of \$12,496 is upon over 4,000 acres, including the six hundred acres in dispute.

Dr. J. S. McGrew was the first witness for the government yesterday morning. He qualified as an expert, by stating that he had lived here thirty-six years and had visited Pearl Harbor about twice a week. "I think the piece of land mauka of the railroad is worth about five dollars an acre," said the witness. "It is mostly lava rock with little soil, and I don't believe it is worth that much, except to the United States government." McGrew thought some of the cane land was worth fifty dollars an acre, but he declined to put a valuation on cane land generally. The witness on cross-examination said he did not know of any sales of cane land at fifty dollars an acre within the past five years. The doctor thought that lands that were of very little value before, suddenly increased in value with annexation. "Annexation brought stability," he said, "the boom values of lands are going down again now. I don't think we are going to have any more booms in sugar. We are getting too many new possessions where sugar can be raised."

FIVE DOLLARS AN ACRE.

George E. Boardman, the second land expert put on the stand by the government, did not have even as rosy views of the condemned property as did Dr. McGrew. Five dollars an acre was all he thought it was worth, but with the wharfage he raised his figures to \$20 to \$25 an acre.

"The land is rocky," said this witness. "Much stone was taken from it for use as ballast by the railroad. As a speculation by a private individual I would consider \$5 an acre throwing away money for the land on the right of the railroad. I have visited the main body of land and been around it on a launch. The water-front certainly enhances its value, but I consider \$20 to \$25 an acre a good price, with the water privileges. I wouldn't give anything for it for grazing. Years ago I intended to promote a sugar plantation down there, and examined it, but found the land to be valueless for that purpose."

On cross-examination witness said he wouldn't give \$5 an acre for the land without the waterfront, which he thought was about half a mile in length. On re-direct examination he said that this was only guesswork. (The respondents allege that there is nearly three miles of waterfront.)

ASSESSMENT FIGURES.

The introduction of the assessment blanks filed by the Bishop estate for the past four years brought about an interesting legal fight, in which Judge Estee delivered an opinion upon some of the vexing law points in the case. Mr. Kinney objected to the introduction of these taxation figures, unless he was allowed to show by the assessor that the law permitted the return of property at eight times the rental value, and that the property in question was under long lease to the Dowsett estate for \$800 a year. The Court refused to allow testimony on this point, holding that the law points involved would be explained

by him in the instructions to the jury at the conclusion of the evidence. He asked that each attorney submit to him by Monday a copy of the instructions they desired.

In passing upon the question of law Judge Estee said: "The statutes here provide that in cases of land condemned the jury cannot fix the value of the property at more than 20 per cent in excess of the assessed value. I am inclined to be liberal in this matter, however, and will allow the respondent to bring in whatever evidence he may wish to show the value of the land. The Court rules that the defendant cannot introduce any testimony showing that the assessments or lists returned to the assessor were not made in accordance with law. At present, the Court cannot instruct the jury as to the law."

Assessor Pratt then identified the tax return introduced by Mr. Dunne, the Court denying the request that he be allowed to read the first page, on the objection of Mr. Kinney that it contained extracts from the taxation laws.

There were four returns introduced in evidence. In 1888 the blank was signed by W. F. Allen as trustee for the Bishop estate, and showed the valuation upon the 4,356 acres at Halawa, which included the 630 acres condemned by the government, to have been \$1,686. In 1890 and 1891 the return was signed by J. O. Carter as treasurer of the Bishop estate, and he listed the same 4,356 acres for those years at \$12,486. In 1901 the same property was returned by F. S. Dodge as land agent at \$12,496, but the assessor at Ewa raised the assessment to \$39,000. From this the Bishop estate filed notice of appeal, and Assessor Pratt testified that he refused to receive it, because the return had not been sworn to, and sent back a request that the trustees consented the property in question to a compromise. Subsequently this was done, and the assessment was agreed upon for the present year at \$50,000.

On cross-examination Mr. Pratt stated that he had a record of some of the leases in his office, but did not know when the return in question was made, now under lease to the Dowsett estate for \$800 a year. Court adjourned at this point until afternoon.

In the afternoon the examination of Mr. Pratt was continued by Mr. Kinney. He was not allowed to answer the question as to whether the Dowsett estate was paying taxes on that property. The Court ruling that the amount of taxes paid made no difference in the value of the land.

F. K. Archer, deputy assessor for the district of Ewa and Waiānae, was the next witness. He testified that he had been holding that office for six years, and was consequently acquainted with land values at Pearl Harbor. He thought \$5 an acre a fair valuation for the land on the east of the railroad, while that on the west side of it was worth \$50 an acre. On cross-examination, he said the average rental for cane land of that nature was from \$7.50 to \$10 an acre. He admitted, however, that he knew of a lease by Sam Damon of a large tract of cane land to the Honolulu Sugar Company for \$30 an acre, within the past few months. The value of land, he said, brought \$25 to \$30 an acre. He thought the value of the Damon land to be about \$50 an acre.

A. Herbert, another expert, was next called. He said he obtained his knowledge of cane lands from experience, and the fact that he was for a time Commissioner of Agriculture. He said he had shot birds over the land in question 25 years ago, and had visited it a few months ago again. When Mr. Dunne asked whether his examination was sufficient for him to make an estimate as to the value, he said it was not. The witness was then recalled from the stand, and requested to make an examination before Monday, and testify at that time.

Captain Pond was next called. He testified that he was the agent for the government in the negotiations for the purchase of the land, but had been unable to come to an agreement as to the price. His description of the land was very full and complete, but was largely technical, giving in detail the general lay and character of the land. He did not think Kuchua Island was of much value for commercial purposes, on account of its height.

"The island is five feet above the sea-level," said the witness, "and there would have to be an immense amount of grading through solid stone for the wharves. I should say the island is decidedly inferior for commercial purposes. The present condition of the harbor makes it impossible for a vessel drawing more than 10 feet to get to the island, because of the shoal water over the bar."

The examination of Lieutenant Commander Pond was not finished when court adjourned.

WIRELESS TO BE IMPROVED

Mr. Cross Returns With Some New and Useful Appliances.

Fred J. Cross, manager of the Inter-Island Telegraph Company, operating the wireless system between Oahu and Hawaii, returned yesterday from a two months' business trip to the east, almost wholly in the interest of the wireless system here. While in New York he had an opportunity to observe the workings of the Marconi system operating between the shore and steamships at sea, and saw messages perfectly transmitted over an intervening sea space of 234 miles. His return to Honolulu means that many decided improvements will be made in the system already established between the islands, with a view to giving perfect and constant transmission.

"I cannot state just now what the improvements are," said Mr. Cross last evening, "but I have been east, where I was in position to see the best that there is in wireless transmission of messages, and many of these I have acquired a right to install in the Hawaiian system."

"As soon as I have a report of the condition of our system I will be in a position to know just what we will do to improving the service. There may be some very radical changes made, and I can safely say that everything will tend to make the transmission of messages certain. My trip east was almost wholly in the interest of wireless telegraphy. It is working satisfactorily every place I saw it installed."

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QUEEN WILL VISIT UTAH

Goes to See Exiled Islanders There.

HER QUEST OF CROWN LANDS

Her Majesty Receives Many Pleasant Attentions While Staying at the Coast Metropolis.

SAN FRANCISCO, Nov. 23.—What has been kept from the press here, the Advertiser's correspondent is able to tell for its readers. Liliuokalani is hurrying to Salt Lake City to be the guest of honor at a great meeting of people who once called her queen. Years ago when the Mormons from Utah were proselytizing in Hawaii more actively than now, a band of natives became so filled with the desire to see Joseph Smith's land of promise that they forsook their island homes and settled about Salt Lake City.

These people have prospered in a small way. They are farmers, mechanics and laborers; some have even more ambitious occupations, and some have gained riches in a small way.

The first time that Liliuokalani came to America there was great desire expressed by these people for her presence among them, but the queen did not gratify them. Every time since that she has crossed the continent there has gone up the same cry of yearning from the exiled Hawaiians.

Now Liliuokalani has made up her mind to satisfy them. The queen left here yesterday morning at 10 o'clock on the ordinary overland train. She had no special car, but the Southern Pacific officials reserved for her about one-fourth of a sleeper, so that she will be very comfortable. With her are Miss Myra Heleluhe, Joseph R. Aca and John D. Almoku, who are proteges and attendants.

Colonel Macfarlane and some other friends saw the party safely aboard their train.

Sunday, in Salt Lake City, the Hawaiian Mormons will meet to greet Liliuokalani. There will be services in the great Tabernacle and the Temple. Telegrams have been sent giving the time of the queen's probable arrival, and she will be met by a delegation. There will be the singing of old Hawaiian songs, praying and the Mormon ceremonies of state. A luau will add to the pleasures of the day. On Monday, the next day, the queen will go through Denver and Chicago to New York. She will not stay long in the metropolis, but will arrive some weeks with the relatives of her late husband in Boston. She expects to be in Washington after the holidays, when congress is expected to get down to active business.

There the queen will press her claims. She intends to make a strong appeal for the restoration of the crown lands to her. She says that she is convinced congress will do justice to her. The queen makes it very plain that she is in need of money. She is practically living on her capital, and her private expenses with the maintenance of her home in Honolulu, and the caring for her charges have compelled her to tighten her purse-strings.

Liliuokalani has expressed great pleasure at the treatment accorded her by the press of San Francisco, during her stay here. She spoke of this with some feeling a day or two after arriving. All the papers of this city published articles concerning her mission, written in a sympathetic way. This has encouraged the queen.

When she left for Salt Lake yesterday she was in good spirits, and apparently in better health than she has been for years. She was up early, packed her trunks, with the aid of Miss Heleluhe, and chatting with those friends who had come to bid her farewell. She told her correspondent to send her aloha to the people of Hawaii, and to say that her heart is always with them.

The queen did not go about much in San Francisco. She stayed mostly in her apartments in the California Hotel, where she was quite comfortable. Last Sunday afternoon she drove to the Presidio, and one afternoon this week took tea with Mrs. Robert Louis Stevenson, at the latter's home overlooking the bay. There she met a few friends of Mrs. Stevenson's and enjoyed the collection of South Sea souvenirs with which the Stevenson home is filled.

The queen refused a box at the grand opera, to see Calve in Carmen, as she "too pressed for time." Maria Grau, the impresario, who manages the great aggregation of opera singers now here, sent a pressing invitation to Liliuokalani, but the queen declined regretfully. She had packed away her beautiful gowns in the bottoms of her trunks, and feared that she might be so fatigued she would be unable to take the train to Salt Lake, and so disappoint "her children" there.

There were many callers upon Liliuokalani at the California, including the leading Hawaiians sojourning here. Prominent among these were Mrs. James Campbell, Miss Abbie Campbell, Mrs. Cunha and Mrs. Holloway, who was Mrs. Irene Brown.

Mrs. Campbell entertained last night, in the private dining room of the Occidental Hotel, in honor of Mrs. Cunha, who leaves for Hawaii today. Covers were laid for seven, and among those present

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